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9 Attorneys for Defendant,
10 STATE FARM GENERAL INSURANCE COMPANY

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

LEV ELKIN, an individual and
MARINA OUZDIN, an individual

Plaintiffs,

v.

STATE FARM GENERAL
INSURANCE COMPANY, an Illinois
Corporation; and DOES 1 through 25,
inclusive,

Defendants.

Case No. 2:24-cv-8928 MWC(MAAx)

[Los Angeles County Superior Court Case
No.: LASC 24SMCV04375]

Complaint Filed: September 9, 2024

STIPULATED PROTECTIVE ORDER

US District Judge Michelle Williams Court
Magistrate Judge Maria A. Audero

1. **PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Stipulated Protective Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section

1 13.3 below, that this Stipulated Protective Order does not entitle them to file
2 confidential information under seal; Local Rule 79-5 sets forth the procedures that
3 must be followed and the standards that will be applied when a party seeks permission
4 from the Court to file material under seal.

5 **2. GOOD CAUSE STATEMENT**

6 This action may involve trade secrets, customer and pricing lists and other
7 valuable research, development, commercial, financial, technical and/or proprietary
8 information for which special protection from public disclosure and from use for any
9 purpose other than prosecution of this action is warranted. Such confidential and
10 proprietary materials and information consist of, among other things, confidential
11 business or financial information, information regarding confidential business
12 practices, or other confidential research, development, or commercial information
13 (including information implicating privacy rights of third parties), information
14 otherwise generally unavailable to the public, or which may be privileged or otherwise
15 protected from disclosure under state or federal statutes, court rules, case decisions, or
16 common law. For example, Plaintiffs have served written discovery seeking, among
17 other things, information regarding State Farm's internal guidelines and procedures,
18 materials which State Farm contends contain proprietary intellectual property that was
19 developed by State Farm for exclusive use by State Farm's claims personnel. State
20 Farm contends that these materials are unique to State Farm, and are the product of
21 internal analyses, and may contain commercial information developed by State Farm
22 and belonging to State Farm. State Farm contends that it maintains certain potentially
23 responsive documents in confidence; they are not distributed outside of State Farm
24 and are considered by State Farm to be confidential, trade secret protected and
25 proprietary, and the dissemination of these materials could cause competitive harm.
26 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of
27 disputes over confidentiality of discovery materials, to adequately protect information
28 the parties are entitled to keep confidential, to ensure that the parties are permitted

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1 reasonable necessary uses of such material in preparation for and in the conduct of
2 trial, to address their handling at the end of the litigation, and to serve the ends of
3 justice, a protective order for such information is justified in this matter. It is the intent
4 of the parties that information will not be designated as confidential for tactical reasons
5 and that nothing be so designated without a good faith belief that it has been
6 maintained in a confidential, non-public manner, and there is good cause why it should
7 not be part of the public record of this case.

8 **3. DEFINITIONS**

9 3.1. Action: This pending federal lawsuit, *Lev Elkin, et al. v. State Farm*
10 *General Insurance Company. et al.*, case number 2:24-cv-8928
11 MWC(MAAx).

12 3.2. Challenging Party: A Party or Nonparty that challenges the designation
13 of information or items under this Stipulated Protective Order.

14 3.3. “CONFIDENTIAL” Information or Items: Information (regardless of
15 how it is generated, stored or maintained) or tangible things that qualify
16 for protection under Federal Rule of Civil Procedure 26(c), and as
17 specified above in the Good Cause Statement.

18 3.4. Counsel: Outside Counsel of Record and In-House Counsel (as well as
19 their support staff).

20 3.5. Designating Party: A Party or Nonparty that designates information or
21 items that it produces in disclosures or in responses to discovery as
22 “CONFIDENTIAL.”

23 3.6. Disclosure or Discovery Material: All items or information, regardless of
24 the medium or manner in which it is generated, stored, or maintained
25 (including, among other things, testimony, transcripts, and tangible things),
26 that is produced or generated in disclosures or responses to discovery in this
27 matter.

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1 3.7. Expert: A person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to
3 serve as an expert witness or as a consultant in this Action.

4 3.8. In-House Counsel: Attorneys who are employees of a party to this Action.
5 In-House Counsel does not include Outside Counsel of Record or any
6 other outside counsel.

7 3.9. Nonparty: Any natural person, partnership, corporation, association, or
8 other legal entity not named as a Party to this action.

9 3.10. Outside Counsel of Record: Attorneys who are not employees of a party to
10 this Action but are retained to represent or advise a party to this Action and
11 have appeared in this Action on behalf of that party or are affiliated with a
12 law firm which has appeared on behalf of that party, and includes support
13 staff.

14 3.11. Party: Any party to this Action, including all of its officers, directors,
15 employees, consultants, retained experts, In-House Counsel, and Outside
16 Counsel of Record (and their support staffs).

17 3.12. Producing Party: A Party or Nonparty that produces Disclosure or
18 Discovery Material in this Action.

19 3.13. Professional Vendors: Persons or entities that provide litigation support
20 services (e.g., photocopying, videotaping, translating, preparing exhibits or
21 demonstrations, and organizing, storing, or retrieving data in any form or
22 medium) and their employees and subcontractors.

23 3.14. Protected Material: Any Disclosure or Discovery Material that is
24 designated as “CONFIDENTIAL.”

25 3.15. Receiving Party: A Party that receives Disclosure or Discovery Material
26 from a Producing Party

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1 4. **SCOPE**

2 The protections conferred by this Stipulated Protective Order cover not only
3 Protected Material, but also (1) any information copied or extracted from Protected
4 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and
5 (3) any testimony, conversations, or presentations by Parties or their Counsel that might
6 reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of the trial
8 judge. This Stipulated Protective Order does not govern the use of Protected Material
9 at trial.

10 5. **DURATION**

11 Even after final disposition of this litigation, the confidentiality obligations imposed
12 by this Stipulated Protective Order shall remain in effect until a Designating Party agrees
13 otherwise in writing or a court order otherwise directs. Final disposition shall be deemed
14 to be the later of (1) dismissal of all claims and defenses in this Action, with or without
15 prejudice; and (2) final judgment herein after the completion and exhaustion of all
16 appeals, rehearings, remands, trials, or reviews of this Action, including the time limits
17 for filing any motions or applications for extension of time pursuant to applicable law.

18 6. **DESIGNATING PROTECTED MATERIAL**

19 6.1. **Exercise of Restraint and Care in Designating Material for Protection.**

20 Each Party or Nonparty that designates information or items for protection
21 under this Stipulated Protective Order must take care to limit any such
22 designation to specific material that qualifies under the appropriate
23 standards. The Designating Party must designate for protection only those
24 parts of material, documents, items, or oral or written communications that
25 qualify so that other portions of the material, documents, items, or
26 communications for which protection is not warranted are not swept
27 unjustifiably within the ambit of this Stipulated Protective Order.

28 Mass, indiscriminate, or routinized designations are prohibited.

1 Designations that are shown to be clearly unjustified or that have been made
2 for an improper purpose (*e.g.*, to unnecessarily encumber the case
3 development process or to impose unnecessary expenses and burdens on
4 other parties) may expose the Designating Party to sanctions.

5 **6.2. Manner and Timing of Designations.**

6 Except as otherwise provided in this Stipulated Protective Order (*see*,
7 *e.g.*, Section 6.2(a)), or as otherwise stipulated or ordered, Disclosure or
8 Discovery Material that qualifies for protection under this Stipulated
9 Protective Order must be clearly so designated before the material is
10 disclosed or produced.

11 Designation in conformity with this Stipulated Protective Order
12 requires the following:

13 (a) For information in documentary form (*e.g.*, paper or electronic
14 documents, but excluding transcripts of depositions or other pretrial
15 or trial proceedings), that the Producing Party affix at a minimum, the
16 legend “CONFIDENTIAL” to each page that contains protected
17 material. If only a portion or portions of the material on a page
18 qualifies for protection, the Producing Party also must clearly identify
19 the protected portion(s) (*e.g.*, by making appropriate markings in the
20 margins).

21 A Party or Nonparty that makes original documents available
22 for inspection need not designate them for protection until after the
23 inspecting Party has indicated which documents it would like copied
24 and produced. During the inspection and before the designation, all
25 of the material made available for inspection shall be deemed
26 “CONFIDENTIAL.” After the inspecting Party has identified the
27 documents it wants copied and produced, the Producing Party must
28 determine which documents, or portions thereof, qualify for

1 protection under this Stipulated Protective Order. Then, before
2 producing the specified documents, the Producing Party must affix
3 the legend “CONFIDENTIAL” to each page that contains Protected
4 Material. If only a portion or portions of the material on a page
5 qualifies for protection, the Producing Party also must clearly identify
6 the protected portion(s) (e.g., by making appropriate markings in the
7 margins).

8 (b) For testimony given in depositions, that the Designating Party identify
9 the Disclosure or Discovery Material on the record, before the close
10 of the deposition, all protected testimony.
11 (c) For information produced in nondocumentary form, and for any other
12 tangible items, that the Producing Party affix in a prominent place on
13 the exterior of the container or containers in which the information is
14 stored the legend “CONFIDENTIAL.” If only a portion or portions
15 of the information warrants protection, the Producing Party, to the
16 extent practicable, shall identify the protected portion(s).

17 6.3. Inadvertent Failure to Designate.

18 If timely corrected, an inadvertent failure to designate qualified
19 information or items does not, standing alone, waive the Designating Party’s
20 right to secure protection under this Stipulated Protective Order for such
21 material. Upon timely correction of a designation, the Receiving Party must
22 make reasonable efforts to assure that the material is treated in accordance
23 with the provisions of this Stipulated Protective Order.

24 7. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

25 7.1. Timing of Challenges.

26 Any Party or Nonparty may challenge a designation of
27 confidentiality at any time that is consistent with the Court’s Scheduling
28 Order.

1 7.2. Meet and Confer.

2 The Challenging Party shall initiate the dispute resolution process,
3 which shall comply with Local Rule 37.1 et seq., and with Section 4 of
4 Judge Audero's Procedures ("Mandatory Telephonic Conference for
5 Discovery Disputes").¹

6 7.3. Burden of Persuasion.

7 The burden of persuasion in any such challenge proceeding shall be
8 on the Designating Party. Frivolous challenges, and those made for an
9 improper purpose (e.g., to harass or impose unnecessary expenses and
10 burdens on other parties) may expose the Challenging Party to sanctions.
11 Unless the Designating Party has waived or withdrawn the confidentiality
12 designation, all parties shall continue to afford the material in question the
13 level of protection to which it is entitled under the Producing Party's
14 designation until the Court rules on the challenge.

15 8. **ACCESS TO AND USE OF PROTECTED MATERIALS**

16 8.1. Basic Principles.

17 A Receiving Party may use Protected Material that is disclosed or
18 produced by another Party or by a Nonparty in connection with this Action
19 only for prosecuting, defending, or attempting to settle this Action. Such
20 Protected Material may be disclosed only to the categories of persons and
21 under the conditions described in this Stipulated Protective Order. When the
22 Action reaches a final disposition, a Receiving Party must comply with the
23 provisions of Section 14 below.

24 Protected Material must be stored and maintained by a Receiving
25 Party at a location and in a secure manner that ensures that access is limited
26 to the persons authorized under this Stipulated Protective Order.

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¹ Judge Audero's Procedures are available at
<https://www.cacd.uscourts.gov/honorable-maria-audero>.

1 8.2. Disclosure of “CONFIDENTIAL” Information or Items.

2 Unless otherwise ordered by the Court or permitted in writing by the
3 Designating Party, a Receiving Party may disclose any information or item
4 designated “CONFIDENTIAL” only to:

5 (a) The Receiving Party’s Outside Counsel of Record, as well as
6 employees of said Outside Counsel of Record to whom it is reasonably
7 necessary to disclose the information for this Action;

8 (b) The officers, directors, and employees (including In-House Counsel)
9 of the Receiving Party to whom disclosure is reasonably necessary
10 for this Action;

11 (c) Experts of the Receiving Party to whom disclosure is reasonably
12 necessary for this Action and who have signed the
13 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

14 (d) The Court and its personnel;

15 (e) Court reporters and their staff;

16 (f) Professional jury or trial consultants, mock jurors, and Professional
17 Vendors to whom disclosure is reasonably necessary or this Action
18 and who have signed the “Acknowledgment and Agreement to be
19 Bound” (Exhibit A);

20 (g) The author or recipient of a document containing the information
21 or a custodian or other person who otherwise possessed or knew
22 the information;

23 During their depositions, witnesses, and attorneys for witnesses, in the
24 Action to whom disclosure is reasonably necessary provided: (i) the
25 deposing party requests that the witness sign the “Acknowledgment
26 and Agreement to Be Bound” (Exhibit); and (ii) the witness will not
27 be permitted to keep any confidential information unless they sign
28 the “Acknowledgment and Agreement to Be Bound,” unless

otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) Any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

**9. PROTECTED MATERIAL SUBPOENAED OR ORDERED
PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

- (a) Promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order and be provided at least 10 days before the production date designated in the subpoena or court order;
- (b) Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Stipulated Protective Order. Such notification shall include a copy of this Stipulated Protective Order and copy counsel for the Designating Party; and
- (c) Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the Court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The

1 Designating Party shall bear the burden and expense of seeking protection in that court
2 of its confidential material and nothing in these provisions should be construed as
3 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive
4 from another court.

5 **10. A NONPARTY'S PROTECTED MATERIAL SOUGHT TO BE**
6 **PRODUCED IN THIS LITIGATION**

7 **10.1. Application.**

8 The terms of this Stipulated Protective Order are applicable to
9 information produced by a Nonparty in this Action and designated as
10 “CONFIDENTIAL.” Such information produced by Nonparties in
11 connection with this litigation is protected by the remedies and relief
12 provided by this Stipulated Protective Order. Nothing in these provisions
13 should be construed as prohibiting a Nonparty from seeking additional
14 protections.

15 **10.2. Notification.**

16 In the event that a Party is required, by a valid discovery request, to
17 produce a Nonparty’s confidential information in its possession, and the
18 Party is subject to an agreement with the Nonparty not to produce the
19 Nonparty’s confidential information, then the Party shall:

- 20 (a) Promptly notify in writing the Requesting Party and the Nonparty
21 that some or all of the information requested is subject to a
22 confidentiality agreement with a Nonparty;
- 23 (b) Promptly provide the Nonparty with a copy of the Stipulated
24 Protective Order in this Action, the relevant discovery request(s),
25 and a reasonably specific description of the information requested;
26 and
- 27 (c) Make the information requested available for inspection by the
28 Nonparty, if requested.

1 10.3. Conditions of Production.

2 If the Nonparty fails to seek a protective order from this Court within
3 fourteen (14) days after receiving the notice and accompanying
4 information, the Receiving Party may produce the Nonparty's confidential
5 information responsive to the discovery request. If the Nonparty timely
6 seeks a protective order, the Receiving Party shall not produce any
7 information in its possession or control that is subject to the confidentiality
8 agreement with the Nonparty before a determination by the Court. Absent
9 a court order to the contrary, the Nonparty shall bear the burden and
10 expense of seeking protection in this Court of its Protected Material.

11 11. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

12 All confidential information must be held in confidence by those inspecting or
13 receiving it, and must be used only for purposes of this action. Counsel for each Party and
14 each person receiving confidential information must take reasonable precautions to
15 prevent the unauthorized or inadvertent disclosure of such information. If a Receiving
16 Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any
17 person or in any circumstance not authorized under this Stipulated Protective Order, the
18 Receiving Party immediately must (1) notify in writing the Designating Party of the
19 unauthorized disclosures, (2) use its best efforts to retrieve all unauthorized copies of the
20 Protected Material and to prevent further disclosure by the Party and the person(s)
21 receiving unauthorized disclosures, (3) inform the person or persons to whom
22 unauthorized disclosures were made of all the terms of this Stipulated Protective Order,
23 and (4) request such person or persons to execute the "Acknowledgment and Agreement
24 to be Bound" (Exhibit A).

25 12. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
26 **PROTECTED MATERIAL**

27 When a Producing Party gives notice to Receiving Parties that certain inadvertently
28 produced material is subject to a claim of privilege or other protection, the obligations of

1 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).
2 This provision is not intended to modify whatever procedure may be established in an e-
3 discovery order that provides for production without prior privilege review. Pursuant to
4 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the
5 effect of disclosure of a communication or information covered by the attorney-client
6 privilege or work product protection, the parties may incorporate their agreement in the
7 Stipulated Protective Order submitted to the Court.

8 **13. MISCELLANEOUS**

9 **13.1. Right to Further Relief.**

10 Nothing in this Stipulated Protective Order abridges the right of
11 any person to seek its modification by the Court in the future.

12 **13.2. Right to Assert Other Objections.**

13 By stipulating to the entry of this Stipulated Protective Order, no
14 Party waives any right it otherwise would have to object to disclosing or
15 producing any information or item on any ground not addressed in this
16 Stipulated Protective Order. Similarly, no Party waives any right to object
17 on any ground to use in evidence of any of the material covered by this
18 Stipulated Protective Order.

19 **13.3. Filing Protected Material.**

20 A Party that seeks to file under seal any Protected Material must
21 comply with Local Rule 79-5. Protected Material may only be filed under
22 seal pursuant to a court order authorizing the sealing of the specific
23 Protected Material at issue. If a Party's request to file Protected Material
24 under seal is denied by the Court, then the Receiving Party may file the
25 information in the public record unless otherwise instructed by the Court.

26 **14. FINAL DISPOSITION**

27 14.1 After the final disposition of this Action, within sixty (60) days of a written
28 request by the Designating Party, each Receiving Party must return all Protected Material

1 to the Producing Party or destroy such material. As used in this subdivision, “all Protected
2 Material” includes all copies, abstracts, compilations, summaries, and any other format
3 reproducing or capturing any of the Protected Material. Whether the Protected Material
4 is returned or destroyed, the Receiving Party must submit a written certification to the
5 Producing Party (and, if not the same person or entity, to the Designating Party) by the
6 60-day deadline that (1) identifies (by category, where appropriate) all the Protected
7 Material that was returned or destroyed and (2) affirms that the Receiving Party has not
8 retained any copies, abstracts, compilations, summaries or any other format reproducing
9 or capturing any of the Protected Material. Notwithstanding this provision, Counsel is
10 entitled to retain an archival copy of all pleadings; motion papers; trial, deposition, and
11 hearing transcripts; legal memoranda; correspondence; deposition and trial exhibits;
12 expert reports; attorney work product; and consultant and expert work product, even if
13 such materials contain Protected Material. Any such archival copies that contain or
14 constitute Protected Material remain subject to this Stipulated Protective Order as set forth
15 in Section 5.

16 14.2 Nothing in this Order disallows the Parties from:

17 a. complying with any state or federal law or regulation, including
18 reporting of information to a regulator or governmental entity as permitted and/or
19 required by applicable state and federal law;

20 b. adding information discovered that is relevant to a claim to the
21 relevant electronic record in its electronic claim system;

22 c. disclosing evidence of a crime or fraud; retaining information
23 necessary to meet mandated retention requirements; or reporting this matter to the
24 Department of Insurance; or

25 d. retaining copies of Protected Material that may exist on back-up
26 media or other computer or archive storage not regularly accessed by business users in
27 the ordinary course provided that should a copy of the Confidential Information be
28 accessed it will not be used for a purpose inconsistent with this Order.

1 **15. VIOLATION**

2 Any violation of this Stipulated Order may be punished by any and all
3 appropriate measures including, without limitation, contempt proceedings and/or
4 monetary sanctions.

5
6 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

7
8 Dated: March 28, 2025

By: /s/ Loren N. Cohen

Jerry L. Kay, Esq.

Loren N. Cohen, Esq.

Attorney(s) for Plaintiffs

Lev Elkin and Marina Auzdin

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10 Dated: March 28, 2025

By /s/ Heather M. McKeon

Heather M. McKeon

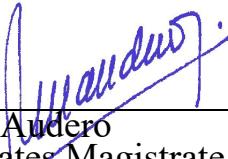
Sarah J. Reynolds

Attorney(s) for Defendant

State Farm General Insurance Company

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13 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

14
15 Dated: 03/28/2025

16
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18 
19 Maria A. Audero
United States Magistrate Judge

1 EXHIBIT A

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, _____ [full name], of _____
4 [address], declare under penalty of perjury that I have read in its entirety and
5 understand the Stipulated Protective Order that was issued by the United States
6 District Court for the Central District of California on _____ [date] in the
7 case of _____ [case name
8 and number]. I agree to comply with and to be bound by all the terms of this
9 Stipulated Protective Order, and I understand and acknowledge that failure to so
10 comply could expose me to sanctions and punishment in the nature of contempt. I
11 solemnly promise that I will not disclose in any manner any information or item
12 that is subject to this Stipulated Protective Order to any person or entity except in
13 strict compliance with the provisions of this Stipulated Protective Order.

14 I further agree to submit to the jurisdiction of the United States District Court for
15 the Central District of California for the purpose of enforcing the terms of this stipulated
16 Protective Order, even if such enforcement proceedings occur after termination of this
17 action. I hereby appoint _____ [full name] of _____
18 [address and telephone number] as
19 my California agent for service of process in connection with this action or any
20 proceedings related to enforcement of this Stipulated Protective Order.

21
22 Signature:

23 Printed Name: _____

24 Date: _____

25 City and State Where Sworn and Signed: _____
26 _____

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

1. At the time of service I was at least 18 years of age and **not a party to this legal action.**
2. My business address is 15250 Ventura Boulevard, Ninth Floor, Sherman Oaks, CA 91403.
3. I served copies of the following documents (specify the exact title of each document served):

STIPULATED PROTECTIVE ORDER

4. I served the documents listed above in item 3 on the following persons at the addresses listed:

<p>Jerry L. Kay, Esq. Loren N. Cohen, Esq. SKLAR KIRSH, LLP 1880 Century Park East Suite 300 Los Angeles, CA 90067 Telephone: (310) 845-6416 Facsimile: (310) 929-4469 jkay@sklarkirsh.com cohen@sklarkirsh.com</p> <p>Amy Bender abender@sklarkirsh.com Mayra Duran mduran@sklarkirsh.com</p>	<p>Attorney for Plaintiffs LEV ELKIN and MARINA OUZDIN</p>
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5. a **X** **BY ELECTRONIC TRANSMISSION.** By filing through the Court's CM/ECF system, which resulted in the generation of a Notice of Electronic Filing (NEF) confirming service on all registered CM/ECF users, including the person(s) listed above in item 4. Fed.R.Civ.P. 5(b)(2)(E), Central District Local Rule 5-3.2.

b X **BY ELECTRONIC TRANSMISSION.** By e-mailing the document to the person at the e-mail address listed in item 4. I caused the documents to be sent on the date shown below to the e-mail addresses of the persons listed in item 4. No electronic message or other indication that the transmission was unsuccessful was received within a reasonable time after the transmission.

6. I served the documents by the means described in item 5 on *(date)*: *See Below*
I declare under penalty of perjury under the laws of the United States of America
that the foregoing is true and correct.

3/28/25 Lizzette Chirinos /s/
DATE (TYPE OR PRINT NAME) (SIGNATURE OF DECLARANT)
I:\35000-000\35185\Pleadings\FEDERAL\Clean copy - Stipulated Protective Order - Final.docx